

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Afridi & Angell 1025 Connecticut Avenue, NW, Suite 904 Washington, DC 20036		2. Registration No. None (initial registration) 5231
3. Name of foreign principal Tunisian External Communication Agency (TECA)	4. Principal address of foreign principal 3 Avenue Jean Jaures 1001 Tunis, Tunisia	

5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- | | |
|---|---|
| a) Branch or agency represented by the registrant. | Tunisian External Communication Agency |
| b) Name and title of official with whom registrant deals. | Oussama Romdhani, Director General, OR
Ambassador of Tunisia in Washington, D.C. |

7. If the foreign principal is a foreign political party, state:

- a) Principal address. N/A
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal


Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A	Name and Title	Signature
November 23, 1998	Robert H. Pelletreau Partner	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Afridi & Angell	2. Registration No. None (initial registration)
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3. Name of Foreign Principal Tunisian External Communication Agency (TECA)

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Afridi & Angell will provide legal and political advice to TECA, the Tunisian Government and the Tunisian Embassy in Washington. This will consist primarily of research, meetings and communications with Tunisian officials by Afridi & Angell partner, Robert Pelletreau.


8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Afridi & Angell proposes, after consultation with officials of the foreign principal, to undertake consultations with U.S. Government officials of the Administration and the Congress with a view toward enhancing their appreciation and recognition of the foreign principal and people of Tunisia as friends and partners of the United States, and strengthening thereby relations between Tunisia and the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Depending on the nature and results of the consultations described in the response to Question 8 above, Afridi & Angell may undertake consultation with U.S. officials aimed at influencing specific policies with respect to political, economic, security or cultural relations. Since this is the initial registration, it is too soon to tell what these initiatives might include.

Date of Exhibit B	Name and Title	Signature
November 23, 1998	Robert H. Pelletreau Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.



RETAINER AGREEMENT

This agreement is made between :

* The Tunisian External Communication Agency acting on behalf of the Government of the Republic of Tunisia, in the United States, through its Embassy in Washington DC.

* The Law firm of Afridi and Angell, Washington DC (« the Firm »).

This AGREEMENT is made between the Government of the Republic of Tunisia (« Government »), through its Embassy in Washington, D.C., and the law firm of Afridi & Angell, Washington, D.C. (the « Firm »).

The Government and the Firm have agreed that the Firm shall represent the Government of Tunisia with respect to certain of its affairs in the United States and render the following services to assist the Government :

1. The Firm shall work with the Ministries of the Government and its Embassy in the United States towards the end of promoting and furthering the existing friendly relations between the United States and Tunisia.
2. The Firm shall monitor developments relevant to the Government's relations with the United States, including developments in U.S. policy toward the peace process, North Africa, bilateral relations with Tunisia, and other areas of special interest which the Government may identify in the future.
3. The Firm shall render advice on the conduct of the Government's relations with the United States through regular consultations with its Ambassador in Washington and other officials as desired.
4. The Firm shall advise the Government on maintaining and enhancing economic and military cooperation with the United States, including possible access to U.S. Governmental programs and funding (economic and military assistance, OPIC, Export-Import Bank, etc.).
5. The Firm shall advise the Government on all matters of a legal nature, including review of the Government's legal documents and contracts dealing with matters within the scope of this Agreement. Specific issues that might require legal counseling include, but are not limited to : unilateral and multilateral trade sanctions ; U.S. laws concerning the acquisition of property or the status of individuals ; and federal legislation regarding the relations between American corporations and foreign principals.
6. The Firm shall provide the Government with advice and/or legal representation on specific economic and commercial matters concerning the government. Specific issues include, but are

not limited to : advice on encouraging investment, trade, and tourism in Tunisia ; advice on furthering Tunisia's economic development strategy ; and advice on the facilitation of the removal of trade barriers in Tunisia. Representation could include representing the Government in negotiations with U.S. public and private lenders, with U.S. and other foreign companies seeking to invest or do business in Tunisia, and in other matters to be identified by the Government from time to time.

7. The Firm shall provide the Government with general public relations counseling, including advice on how to present Tunisia to the American public in a positive way, and advice on managing arrangements which it may have with American firms. The Firm may also assist in the conduct of trade and investment missions and in programs and projects of a cultural nature to enhance the image and awareness of Tunisia in the United States.

8. The Firm shall advise the Government with respect to the missions and functions of other governmental and private organizations in the United States that may relate to Tunisia with a view to ensuring positive consideration of Tunisia-related issues by them in the course of their activities. It shall undertake other specific projects, missions and inquiries as requested and as mutually agreed as being within the scope of this retainer.

As compensation for the above services, the Government shall pay the Firm a retention fee of \$ 157,680 per year, inclusive of all charges and expenses. In addition, it is understood that in the event that the Firm advises or represents the Government in any specific legal matter involving commercial negotiation, litigation, arbitration, or any other means of conflict resolution (paragraph 6, above), or undertakes assignments outside the scope of this retainer, the Government agrees to pay the Firm's standard hourly billing rates in effect from time to time plus charges and out-of-pocket disbursements. It is expected that representatives from the Firm will travel to Tunisia twice yearly for consultation with officials of the Government and that the expenses of these visits will be paid from the retention fee.

The first year's fee shall be paid to the Firm, one-half on the date of the signing of this Agreement, and the other half six months later. Thereafter, the fee shall be paid to the Firm at the beginning of each six-month period.

This Agreement is valid for a one-year period commencing on the first day of October, 1998. Thereafter, the Agreement may be renewed for additional one-year periods upon the mutual agreement of the parties.

The Agreement may be terminated by either party with sixty days prior written notice to the other party, in which case the fee shall be allocated proportionally as of the termination date.

Responsibility for registration in accordance with the laws of the United States shall be the responsibility of the Firm.

The Firm acknowledges its responsibility, both during and after the term of this Agreement, to use all reasonable and legally permissible efforts to preserve the confidentiality of any proprietary or confidential information provided to it by the Government.

This Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

Both the Firm and the Government hereby represent and warrant that the undersigned have full power and authority to enter into this Agreement on behalf of the Firm and the Government respectively, and to carry out the transactions contemplated hereby. This Agreement, when executed by the undersigned on behalf of the Firm and the Government respectively, will constitute a legal, valid and binding agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

For AFRIDI & ANGELL

Partner

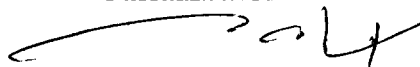


Date 01 October 1998

For Tunisian External Communication Agency

Director General

Oussama ROMDHANI



Date 01 October 1998